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STATE OF NEW YORK
SUPREME COURT: COUNTY OF WAYNE

SUMMONS

KENNETH A. DANIELS, JR.

Index No.:

Plaintiff,

Date Filed:

v.

Plaintiff designates
WAYNE COUNTY as
the place of trial.

BOHREN LOGISTICS, INC. and
BERNARD A. ROLAND,

Defendants.

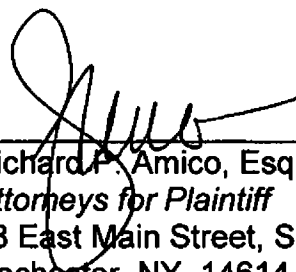
The basis of venue is:
Plaintiff's residence:
2588 Lake Corners
Rose Valley Road
Clyde, NY 14433

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to serve upon Plaintiff's attorneys an answer to the complaint in this action within twenty (20) days after the service of this summons, exclusive of the day of service, or within thirty (30) days after service is complete if this summons is not personally delivered to you within the State of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the complaint.

DATED: Rochester, New York
May 2, 2022

THE BARNES FIRM, P.C.

By: 
Richard P. Amico, Esq.
Attorneys for Plaintiff
28 East Main Street, Suite 600
Rochester, NY 14614
(585) 699-2464

BOHREN LOGISTICS, INC.
325 North Taylor Road
Garrett, IN 46738

BERNARD A. ROLAND
470 Eshelman Street, Apartment D
Highspire, PA 17034

STATE OF NEW YORK
SUPREME COURT: COUNTY OF WAYNE

KENNETH A. DANIELS, JR.

Plaintiff,

COMPLAINT

v.

BOHREN LOGISTICS, INC, and
BERNARD A. ROLAND

Index No.

Defendants.

Plaintiff, KENNETH A. DANIELS, JR., by his attorneys, THE BARNES FIRM, P.C., for his complaint against defendants, BOHREN LOGISTICS, INC. and BERNARD A. ROLAND, allege upon information and belief:

1. At all times herein relevant, plaintiff, KENNETH A. DANIELS, JR., has been a resident of the County of Wayne and State of New York.
2. That at all times hereinafter relevant, defendant, BOHREN LOGISTICS, INC., was a foreign business corporation located in Garrett, Indiana.
3. That at all times herein relevant, defendant, BOHREN LOGISTICS, INC., transacted business with the State of New York and/or contracted anywhere to supply goods or services in the State of New York.
4. That at all times herein relevant, defendant, BOHREN LOGISTICS, INC., committed a tortious act with the State of New York.

5. That at all times herein relevant, defendant, BOHREN LOGISTICS, INC., committed a tortious act without the State of New York causing injury to person or property within the State of New York.

6. That at all times herein relevant, defendant, BOHREN LOGISTICS, INC., owns, uses or possesses any real property situated with the State of New York.

7. That by virtue of the allegations above, defendant, BOHREN LOGISTICS, INC., is subject to the laws of the State of New York pursuant to CPLR 302.

8. At all times herein relevant, defendant, BERNARD A. ROLAND, is a resident of the State of Pennsylvania.

9. On May 25, 2021, plaintiff, KENNETH A. DANIELS, JR., was the owner of a certain 2021 Kentworth Tractor/Trailer bearing New York State license plate number 1236D6.

10. On May 25, 2021, defendant, BOHREN LOGISTICS, INC., was the owner of a certain 2013 Volvo Tractor/Trailer bearing Indiana State license plate number 2952280.

11. On May 25, 2021, plaintiff, KENNETH A. DANIELS, JR., operated the vehicle described in paragraph 9 above.

12. On May 25, 2021, defendant, BERNARD A. ROLAND, operated the vehicle described in Paragraph 10 above with the full consent of the owner, defendant BOHREN LOGISTICS, INC.

13. On May 25, 2021, defendant BERNARD A. ROLAND, operated the vehicle described in Paragraph 10 above with the full knowledge of the owner, defendant BOHREN LOGISTICS, INC.

14. On May 25, 2021, defendant BERNARD A. ROLAND, operated the vehicle described in Paragraph 10 above with the full permission of the owner, defendant BOHREN LOGISTICS, INC.

15. Under New York Law, defendant BOHREN LOGISTICS, INC., as owner of the motor vehicle, is responsible and liable for the negligent and/or reckless operation of its motor vehicle.

16. On May 25, 2021, defendant BERNARD A. ROLAND was acting within the course and scope of his employment for defendant, BOHREN LOGISTICS, INC.

17. On May 25, 2021, defendant BERNARD A. ROLAND was an agent of defendant, BOHREN LOGISTICS, INC.

18. On May 25, 2021, defendant BERNARD A. ROLAND was a servant of defendant, BOHREN LOGISTICS, INC.

19. On May 25, 2021, defendant BERNARD A. ROLAND was an employee of defendant, BOHREN LOGISTICS, INC.

20. On May 25, 2021, Plaintiff KENNETH A. DANIELS, JR. operated the vehicle described in Paragraph 9 above traveling east on State Route 104 in the Town of Williamson, County of Wayne and State of New York.

21. On May 25, 2021, defendant, BERNARD A. ROLAND, operated the vehicle described in Paragraph 10 above traveling north on Fisher Road in the Town of Williamson, County of Wayne and State of New York.

22. On May 25, 2021, defendant driver, BERNARD A. ROLAND, pulled out from a stop sign on Fishers Road to cross State Route 104 Eastbound causing the vehicle being operated by plaintiff, KENNETH A. DANIELS, JR., to collide with defendants' vehicle on State Route 104 in the Town of Williamson, County of Wayne and State of New York.

23. As a result of the above referenced incident, Plaintiff KENNETH A. DANIELS, JR. was injured.

24. The incident described in Paragraphs 22 above occurred as a result of the negligence and/or recklessness of defendant, BERNARD A. ROLAND, without any negligence attributable in any measure to plaintiff KENNETH A. DANIELS, JR.

25. Plaintiff, KENNETH A. DANIELS, JR., has sustained a serious injury, as defined in subsection (d) of section five thousand one hundred two of the New York State Insurance Law.

26. Plaintiff, KENNETH A. DANIELS, JR., has sustained economic loss greater than basic economic loss, as defined in subsection (a) of section five thousand one hundred two of the New York State Insurance Law.

27. The limitations on liability set forth in CPLR Article 16 do not apply herein; one or more of the exemptions set forth in CPLR Section 1602 applies.

28. As a result of the negligence and/or recklessness of defendant driver BERNARD A. ROLAND, for which defendant owner BOHREN LOGISTICS, INC., is liable and responsible, Plaintiff KENNETH A. DANIELS, JR. was injured and has suffered damages in an amount which exceeds the monetary jurisdictional limits of all lower New York State Courts.

**AS AND FOR A SECOND CAUSE OF ACTION AGAINST DEFENDANTS
BOHREN LOGISTICS, INC. AND BERNARD A. ROLAND**

29. Plaintiff repeats and re-alleges Paragraphs 1 through 28 above as if set forth in their entirety herein.

30. On May 25, 2021, the defendant, BOHREN LOGISTICS, INC., was registered with the United States Department of Transportation under number 623018.

31. The defendants, BOHREN LOGISTICS, INC. and BERNARD A. ROLAND engaged in the interstate transportation of property using commercial motor vehicles including the defendants' motor vehicle involved in the accident subject herein.

32. The defendants, BOHREN LOGISTICS, INC and BERNARD A. ROLAND, caused the accident due to negligent, grossly negligent and reckless hiring, retention, training, management, supervision, control and entrustment of commercial motor vehicles, including the motor vehicle involved in the accident subject herein, to their drivers including the defendant driver, BERNARD A. ROLAND.

33. The defendants, BOHREN LOGISTICS, INC. and BERNARD A. ROLAND, caused the accident due to negligent, grossly negligent and reckless inspection, management, supervision, repair, maintenance and operation of commercial motor vehicles, including the motor vehicle involved in the subject accident herein.

34. The defendants', BOHREN LOGISTICS, INC. and BERNARD A. ROLAND's, grossly negligent and reckless conduct violated applicable provisions of the Federal Motor Carrier Safety Regulations ("FMCSR"), commercial motor vehicle operating standards and manuals and corresponding New York State law regarding interstate and intrastate commerce.

35. That as a result of the foregoing, the plaintiff was caused to sustain personal injuries.

36. That as a result of the foregoing, the plaintiff was caused to sustain serious personal injuries.

37. That as a result of the foregoing, the defendants, BOHREN LOGISTICS, INC. and BERNARD A. ROLAND, consciously disregarded public safety and recklessly, willingly, and knowingly placed the general public at an unreasonable risk of harm due to their statutorily violative and reckless conduct. As a result, plaintiff, KENNETH A. DANIELS, JR., was injured and has suffered damages in an amount which exceeds the monetary jurisdictional limits of all lower New York State Courts.

WHEREFORE, plaintiff, KENNETH A. DANIELS, JR., demands judgment against defendants, BOHREN LOGISTICS, INC. and BERNARD A. ROLAND, jointly and severally, as follows:

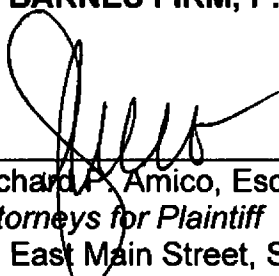
- (a) In the First Cause of Action in an amount which exceeds the monetary jurisdictional limits of all lower New York State Courts;
- (b) In the Second Cause of Action in an amount which exceeds the monetary jurisdictional limits of all lower New York State Courts; and

Plaintiff, KENNETH A. DANIELS, JR., demands such other, further and different relief as the Court may deem just and proper, together with the costs and disbursements of this action.

DATED: Rochester, New York
May 2, 2022

THE BARNES FIRM, P.C.

By: _____


Richard P. Amico, Esq.
Attorneys for Plaintiff
28 East Main Street, Suite 600
Rochester, NY 14614
(585) 699-2464